

CITY OF FAIRFIELD

RESOLUTION NO. 2015 - 206

RESOLUTION OF THE CITY COUNCIL APPROVING A CONSULTANT SERVICES AGREEMENT BETWEEN THE CITY OF FAIRFIELD AND WEST YOST ASSOCIATES FOR THE HYDRAULIC MODEL UPDATE PROJECT – PHASE 1, GIS UPDATE

WHEREAS, the City of Fairfield utilizes a Geographic Information System (GIS) to keep track of infrastructure data and to use for mapping purposes; and

WHEREAS, the GIS water layer data is used to support development of a water system hydraulic model and must be very accurate for such purposes; and

WHEREAS, staff would like to hire an outside consultant to update the City's water system information in the GIS system, which will be used for data analysis to aid in capital planning of future distribution system renewal and replacement projects, and to support Phase 2 of this project; development of a new, updated hydraulic model; and

WHEREAS, staff is requesting professional engineering technical services from West Yost Associates for assistance in completing this project.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY RESOLVES:

Section 1. The City Manager is hereby authorized and directed to execute on behalf of the City of Fairfield an Agreement between the City of Fairfield and West Yost Associates for the Hydraulic Model Update Project – Phase 1, GIS Update for a total not-to-exceed fee of \$110,500.

Section 2. The City Manager is hereby authorized to implement the above-mentioned agreement.

PASSED AND ADOPTED this 1st day of September 2015, by the following vote:

AYES: COUNCILMEMBERS: Price/Timm/Bertani/Moy/Vaccaro

NOES: COUNCILMEMBERS: NONE

ABSENT: COUNCILMEMBERS: NONE

ABSTAIN: COUNCILMEMBERS: NONE

Paul F. Price
MAYOR

ATTEST:
Karen L. Rees
CITY CLERK

CONSULTANT SERVICES AGREEMENT

Hydraulic Model Update Project - Phase 1, GIS Update

THIS AGREEMENT is made at Fairfield, California, as of Sept 24, 2015, by and between the City of Fairfield, a municipal corporation (the "CITY") and WEST YOST ASSOCIATES ("CONSULTANT"), who agree as follows:

1) **SERVICES**. Subject to the terms and conditions set forth in this Agreement, CONSULTANT shall provide to the CITY the services described in Exhibit "A," which consists of the proposal submitted by CONSULTANT. CONSULTANT shall provide said services at the time, place, and in the manner specified in Exhibit "A."

2) **PAYMENT**. CITY shall pay CONSULTANT for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit "B." The payments specified in Exhibit "B" shall be the only payments to be made to CONSULTANT for services rendered pursuant to this Agreement. CONSULTANT shall submit all billings for said services to the CITY in the manner specified in Exhibit "B."

3) **FACILITIES AND EQUIPMENT**. CONSULTANT shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.

4) **GENERAL PROVISIONS**. The general provisions set forth in Exhibit "C" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the provisions set forth in Exhibit "C" shall control.

5) **INSURANCE REQUIREMENTS**. The insurance requirements set forth in Exhibit "D" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the requirements set forth in Exhibit "D" shall control.

6) **EXHIBITS**. All exhibits referred to herein are attached hereto and are by this reference incorporated herein.

EXECUTED as of the day first above-stated.

City of Fairfield, a municipal corporation

By: 

David A. White
City Manager



WEST YOST ASSOCIATES

By: 



July 16, 2015

SENT VIA: EMAIL

Mr. Felix Riesenberg
City of Fairfield
Public Works Department
1000 Webster Street
Fairfield CA 94533

SUBJECT: Scope of Work for the Hydraulic Model Update Project—Phase 1, GIS Update

Dear Mr. Reisenberg:

In response to your request, West Yost Associates (West Yost) is pleased to provide our proposed Scope of Work for engineering services for Phase 1 of the Hydraulic Model Update Project. In Phase 1, West Yost will work with the City of Fairfield (City) to update the City's Geographical Information System (GIS) water distribution system layers, to create an effective tool for data analysis and model development.

The City has an existing GIS that has been developed and populated over time. The GIS is accurate for informational viewing, but is not set up for data analysis. Currently, the GIS water system layers include the City's distribution system pipelines, valves, hydrants, hydrant laterals, and pressure zones. The City is in the process of adding distribution system pump stations and tanks. Much of the valve and hydrant information in the GIS has been field verified by Public Works staff; however, some facilities have been offset from their actual location for viewing purposes. Some of the issues that inhibit data analysis include incomplete data, duplicate data, incorrect location of some features (for example, moving facilities in the GIS to facilitate display and mapping of valves), and incorrect connectivity (for example, pipelines that extend through valves rather than connect from one valve to another).

The purpose of the Phase 1 GIS Update is to work with the City to update the GIS so that it can be used both for data analysis and to build a new distribution system hydraulic model. As part of the project, West Yost will also evaluate ESRI geodatabase template options to select a new geodatabase structure that has all of the commonly required water distribution system features and data fields.

SCOPE OF WORK

The scope of work includes a total of five tasks, each of which are described below.

Task 1 – Create Map Book

In this task, West Yost will create a map book for the City's review, identifying problem areas for City review and update. The following activities will be performed:

- Obtain map book grid and page sizing from City staff.
- Create map book of facilities, including, but not limited to:
 - Distribution pipeline (diameter and material)
 - Valves
 - Hydrants
 - Tanks
 - Pumps/Wells

West Yost staff will record logical assumptions made about the provided data during this task. When necessary, West Yost staff will contact the City regarding questions.

- City staff to review and identify problem areas:
 - Identify geometrically incorrect or out of date features
 - Identify incorrect or out of date feature information
- Meet with City staff to go over desired format of the maps, problem areas, and potential plans to address them (budgeted under Task 4 – Project Management/Meetings).

West Yost has also included optional services tasks for West Yost to field verify City-identified problem areas, and to provide as-built and record drawing review. These optional services are included in Task 5 below.

Task 1 Deliverables: Three (3) print copies and one (1) electronic copy of the draft facility map book.

Task 2 – Research ESRI Geodatabase Template

West Yost will research ESRI's geodatabase template for Water Utilities to incorporate the City's existing GIS. The following work will be performed:

- Research the ESRI Water Utility Template for geodatabases to identify fields based on the City's needs, resources, and existing database.
- Recommend customization to the ESRI Water Utility Template to meet the City's needs.
- Conduct a workshop for City staff demonstrating the recommended ESRI Geodatabase template format(s): style/layout, ease/difficulty of use, edit-ability, potential field or mobile app use, compatibility with other programs (e.g. CMMS programming), etc. In the workshop, West Yost will also review with the City other supplementary data that the City may wish to include, such as elevation data (point elevations, contours, surface files), geographical features (roads, canals, etc.) or other data for analysis.

Task 2 Deliverables: Print copies of workshop materials. One (1) print and electronic copy of both the draft and final Geodatabase Technical Memorandum (TM) documenting the needs, recommendations, decisions, and reasoning. The final Geodatabase TM will incorporate all City comments regarding to the draft Geodatabase TM and decisions made following the release of the draft Geodatabase TM.

Task 3 – Update GIS Using Geodatabase Template

After the City decides on customization of the geodatabase template to use for their internal data, West Yost will populate the template with the existing and updated facility information. The following activities will be performed:

- Incorporate existing GIS files into new geodatabase template.
- Make corrections/updates identified in the Task 1 review/update. Budgeting assumes 80 hours of staff time for corrections.
- Confirm topology of the water facility system for easy conversion to a future hydraulic model.
- Confirm zone boundaries based on the hydraulic boundaries within the system.
- Produce updated map book of the facilities.
- Prepare TM documenting database structure and system updates.
- Electronic copy of updated GIS geodatabase.

Task 3 Deliverables: Three (3) print and electronic copies of the draft and final Facility Map Book. The final Facility Map Book will incorporate comments received from City staff on the draft Facility Map Book. One (1) electronic copy of the draft and final City GIS Update TM documenting the database structure and updates made to the system. The final City GIS Update TM will incorporate all City comments regarding to the draft City GIS Update TM. One (1) electronic copy of updated GIS geodatabase.

Task 4 – Project Management/Meetings

This task includes the following meeting and project management activities:

- Three (3) meetings:
 - Kickoff
 - Task 1 meet regarding existing facilities map books
 - Closeout meeting to provide final deliverables
- Bi-Weekly conference calls or live meetings over the scheduled 8-month project span (16 calls assumed).
- Monthly progress reporting and invoicing over the scheduled 8-month project span.
- Job set up and close.

Task 4 Deliverables: Meeting agendas and notes.

Task 5 – Optional Services Tasks

Optional data verification and clean up subtasks are listed below. The hours and budget associated with the following items can be found in Table 1 and Attachment B.

Task 5.1 – Optional Field Verification

- Field verification of City-identified problem areas. West Yost staff and a City staff will conduct a site visit to collect facility information. Post-field office work would entail downloading and processing the information collected in the field.
 - Budgeted hours for field verification conducted by West Yost staff includes 60 field hours and 24 office hours.

Task 5.2 – Optional Office Verification

- Office verification of City-identified problem areas, or others, using existing as-built and record drawing maps to verify location and characteristics of facilities.
 - Budgeted hours for office verification includes 48 office hours for West Yost staff.

This task provides a budget for additional services identified during the course of the project not identified in the above Scope of Work. Any additional services not included in the above Scope of Work will be performed only after receiving written authorization and a corresponding budget augmentation.

BUDGET AND SCHEDULE

West Yost will perform the Scope of Work described above on a time and materials basis at the billing rates set forth in West Yost's attached Billing Rate Schedule (Attachment A), for a not-to-exceed budget of \$90,500 for the base scope of services, or \$110,500 including the Task 5 Optional Services. Table 1 lists the budget and hours per task. Attachment B includes a more detailed breakdown of the project budget for the base scope of services.

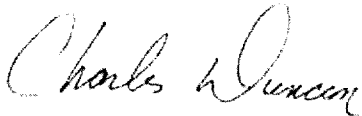
Table 1. Budget Summary for Hydraulic Analysis		
Task	Hours	Dollars
Task 1 – Create Map Book (without Optional subtasks)	28	4,700
Task 2 – Research ESRI Geodatabase Template	94	16,400
Task 3 – Update GIS Using Geodatabase Template	276	44,800
Task 4 – Project Management/Meetings	112	24,600
Totals – Base Scope of Work	510	\$90,500
Task 5.1 – Optional Field Verification	84	12,600
Task 5.2 – Optional Office Verification	48	7,400
Totals, Including Optional Services Task	642	\$110,500

Mr. Felix Riesenber
July 16, 2015
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West Yost has budgeted assuming a schedule of 8 months for the Phase 1 work. Please do not hesitate to call if you have any questions or need additional information.

Sincerely,

WEST YOST ASSOCIATES

A handwritten signature in cursive script, reading "Charles T. Duncan".

Charles T. Duncan, P.E.
President

CTD:PB:np

Attachment A – West Yost Associates 2015 Billing Rate Schedule

Attachment B – Detailed Budget



2015 Billing Rate Schedule Engineering

(Effective January 1, 2015 through December 31, 2015)*

Position	Labor Charges (dollars per hour)
Principal/Vice President	239
Engineering/Scientist/Geologist Manager II	228
Engineering/Scientist/Geologist Manager I	219
Principal Engineer/Scientist/Geologist II	211
Principal Engineer/Scientist/Geologist I	199
Senior Engineer/Scientist/Geologist II	187
Senior Engineer/Scientist/Geologist I	178
Associate Engineer/Scientist/Geologist II	169
Associate Engineer/Scientist/Geologist I	158
Engineer/Scientist/Geologist II	148
Engineer/Scientist/Geologist I	128
Senior GIS Analyst	174
GIS Analyst	164
CAD Supervisor	138
Senior CAD Designer	120
CAD Designer	107
Engineering Aide	72
Technical Specialist IV	135
Technical Specialist III	120
Technical Specialist II	104
Technical Specialist I	87
Administrative IV	109
Administrative III	99
Administrative II	82
Administrative I	65

- Technology and Communication charges including general and CAD computer, software, telephone, routine in-house copies/prints, postage, miscellaneous supplies, and other incidental project expenses will be billed at 6% of West Yost labor.
- Outside Services such as vendor reproductions, prints, shipping, and major West Yost reproduction efforts, as well as Engineering Supplies, Travel, etc. will be billed at actual cost plus 15%.
- Mileage will be billed at the current Federal Rate.
- Subconsultants will be billed at actual cost plus 10%.
- Expert witness, research, technical review, analysis, preparation and meetings billed at 150% of standard hourly rates. Expert witness testimony and depositions billed at 200% of standard hourly rates.
- A Finance Charge of 1.5% per month (an Annual Rate of 18%) on the unpaid balance will be added to invoice amounts if not paid within 45 days from the date of the invoice.

*This schedule is updated annually

Continues on following page



2015 Billing Rate Schedule Engineering

(Effective January 1, 2015 through December 31, 2015)*

SURVEYING AND EQUIPMENT CHARGES

Position	Labor Charges (dollars per hour)
GPS, 3-Person	365
GPS, 2-Person	317
GPS, 1-Person	246
Survey Crew, 2-Person	268
Survey Crew, 1-Person	202

EQUIPMENT CHARGES

Equipment	Billing Rate (dollars per day)	Billing Rate (dollars per week)
DO Meter	17	83
pH Meter	5	26
Automatic Sampler	130	712
Transducer/Data Logger	41	206
Hydrant Pressure Gage	12	50
Hydrant Pressure Recorder (HPR)	—	206
Hydrant Wrench	5	33
Pilot Diffuser	29	134
Well Sounder	29	134
Ultrasonic Flow Meter	—	269
Vehicle	88	445
Velocity Meter	12	65
Water Quality Multimeter	176	964
Thickness Gage	—	71

*This schedule is updated annually

ATTACHMENT B

West Yost Associates		PMP	EM/SM/GM II	SE/SS/SG II	ESG II	ESG I	ADM IV	Labor		Costs		
PROJECT: Hydraulic Model Update Project - Phase 1, GIS Update		CTD	PLB	BUE / IS	AMR / ?	\$128	\$109	Hours	Fee	Technology & Admin 6%	Sub. w/ markup 10%	Other Direct
Task 1	Create Map Book											
1.01 Existing Facilities Map Book		2	2	2	24			28	\$ 4,382	\$ 263		\$ 4,645
Subtotal, Task 1 (hours)		0	2	2	24	0	0	28				
Subtotal, Task 1 (\$)			\$ 456	\$ 374	\$ 3,562				\$ 4,382	\$ 263		\$ 4,645
Reservoir ES/NT/Utility Geodatabase												
2.01 Template					24			24	\$ 3,552	\$ 213		\$ 3,765
2.02 Workshop		2	4	8	8			22	\$ 4,070	\$ 244		\$ 4,314
2.03 Geodatabase TM		2	4	8	32		2	48	\$ 7,840	\$ 470		\$ 8,310
Subtotal, Task 2 (hours)		4	8	16	64	0	2	94				
Subtotal, Task 2 (\$)		\$ 966	\$ 1,824	\$ 2,992	\$ 9,472		\$ 218		\$ 15,462	\$ 928		\$ 16,390
Template												
3.01 Translate Existing Files to Template				20	40			60	\$ 9,560	\$ 580		\$ 10,240
3.02 Geodatabase updates/corrections		2	8	16	80			106	\$ 14,560	\$ 874		\$ 15,434
3.03 Confirm Topology			12	40				52	\$ 8,164	\$ 490		\$ 8,654
3.04 Revised Map Book				8				8	\$ 1,184	\$ 71		\$ 1,255
3.05 GIS Update TM		4	4	8	32		2	50	\$ 8,318	\$ 499		\$ 8,817
Subtotal, Task 3 (hours)		4	6	48	136	80	2	276				
Subtotal, Task 3 (\$)		\$ 966	\$ 1,368	\$ 8,976	\$ 20,128	\$ 10,240	\$ 218		\$ 41,886	\$ 2,613	\$ 360	\$ 44,749
Project Management/Meetings												
4.01 Project Meetings	12	12	16	8				48	\$ 9,780	\$ 587		\$ 10,367
4.02 Project Conference Calls	8	16	16	8				48	\$ 9,736	\$ 584		\$ 10,320
4.03 Project Management	4	12						16	\$ 3,692	\$ 222		\$ 3,914
Subtotal, Task 4 (hours)	24	40	32	16	0	0	0	112				
Subtotal, Task 4 (\$)	\$ 5,736	\$ 9,120	\$ 5,984	\$ 2,368					\$ 23,208	\$ 1,392		\$ 24,600
Additional Service Tasks												
5.01 Field Verification of Facilities			8	16	60			84	\$ 11,544	\$ 693	\$ 500	\$ 12,737
5.02 Office Verification of Facilities			8	16	24			48	\$ 6,936	\$ 416		\$ 7,352
Subtotal, Task 5 (hours)	0	0	16	32	84	0	0	132				
Subtotal, Task 5 (\$)			\$ 2,992	\$ 4,736	\$ 10,762				\$ 18,480	\$ 1,109	\$ 500	\$ 20,089
TOTAL (hours)	32	56	114	272	164	4	4	642				
TOTAL (\$)	\$ 7,648	\$ 12,768	\$ 21,318	\$ 40,256	\$ 20,992	\$ 436			\$ 103,418	\$ 6,205	\$ 860	\$ 110,473

EXHIBIT "B"

PAYMENT

1. The total contract price for services rendered by CONSULTANT under this Agreement shall not exceed One Hundred Ten Thousand Five Hundred Dollars (\$110,500).
2. Payment shall be made to CONSULTANT on a time and materials basis, and CONSULTANT shall submit monthly invoices to the City for the same.
3. Any additional meetings or work required beyond that set forth in Exhibit "A" shall be mutually agreed to by the CITY and CONSULTANT, and shall be billed on a time and materials basis to the City of Fairfield.

EXHIBIT "C"

GENERAL PROVISIONS

1) **INDEPENDENT CONSULTANT.** At all times during the term of this Agreement, CONSULTANT shall be an independent contractor and shall not be an employee of CITY. CITY shall have the right to control CONSULTANT only insofar as the results of CONSULTANT's services rendered pursuant to this Agreement; however, CITY shall not have the right to control the means by which CONSULTANT accomplishes services rendered pursuant to this Agreement.

2) **LICENSES; PERMITS; ETC.** CONSULTANT represents and warrants to CITY that CONSULTANT has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONSULTANT to practice CONSULTANT's profession. CONSULTANT represents and warrants to CITY that CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONSULTANT to practice his profession.

3) **TIME.** CONSULTANT shall devote such services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of CONSULTANT's obligations pursuant to this Agreement. CONSULTANT shall adhere to the Schedule of Activities as described in their Executive Summary.

4) **CONSULTANT NOT AN AGENT.** Except as CITY may specify in writing, CONSULTANT shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONSULTANT shall have no authority, express or implied, pursuant to this Agreement, to bind CITY to any obligation whatsoever.

5) **ASSIGNMENT PROHIBITED.** No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

6) **PERSONNEL.** CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. In the event that CITY, in its sole discretion, at anytime during the term of this Agreement, desires the removal of any person or persons assigned by CONSULTANT to perform services pursuant to this Agreement, CONSULTANT shall remove any such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person or persons.

7) **STANDARD OF PERFORMANCE.** CONSULTANT shall perform all services required pursuant to this Agreement. Services shall be performed in the manner and according to the standards observed by a competent practitioner of the profession in which CONSULTANT is engaged in the geographical area in which CONSULTANT practices his profession. All products which CONSULTANT delivers to CITY pursuant to this Agreement shall be prepared in a workmanlike manner, and conform to the standards of quality normally observed by a person practicing in CONSULTANT's profession. CITY shall be the sole judge as to whether the product of the CONSULTANT is satisfactory.

8) CANCELLATION OF AGREEMENT. This Agreement may be canceled at any time by the CITY at its discretion upon written notification to CONSULTANT. CONSULTANT is entitled to receive full payment for all services performed and all costs incurred up to and including the date of receipt of written notice to cease work on the project. CONSULTANT shall be entitled to no further compensation for work performed after the date of receipt of written notice to cease work. All completed and incomplete products up to the date of receipt of written notice to cease work shall become the property of CITY.

9) PRODUCTS OF CONSULTING. All products of the CONSULTANT provided under this Agreement shall be the property of the CITY.

Notwithstanding anything to the contrary in this section, the CITY hereby agrees to indemnify, defend, and hold harmless the CONSULTANT from any claims to the extent arising out of the CITY's or any third party's reuse, use, or distribution of its work.

10) INDEMNIFY AND HOLD HARMLESS.

a) If AGREEMENT is an agreement for design professional services subject to California Civil Code § 2782.8(a) and CONSULTANT is a design professional, as defined in California Civil Code § 2782.8(b)(2), CONSULTANT shall hold harmless, defend and indemnify the CITY, its officers, agents, employees, and volunteers from and against all claims, damages, losses, and expenses including attorneys' reasonable fees arising out of, or pertaining to, or relating to the negligence, recklessness, or willful misconduct of the CONSULTANT, except where caused by the active negligence, sole negligence, or willful misconduct of the CITY.

b) If AGREEMENT is not an agreement for design professional services subject to California Civil Code § 2782.8(a) or CONSULTANT is not a design professional as defined in subsection (a) above, CONSULTANT shall indemnify, defend, and hold harmless the CITY, its officers, agents, employees and volunteers from all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property arising from or connected with the willful misconduct, negligent acts, errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or defects in design by CONSULTANT or any person directly or indirectly employed by or acting as agent for CONSULTANT in the performance of this Agreement, including the concurrent or successive passive negligence of the CITY, its officers, agents, employees or volunteers.

It is understood that the duty of CONSULTANT to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code.

Acceptance of insurance certificates and endorsements required under this Agreement does not relieve CONSULTANT from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies are determined to be applicable to any such damages or claims for damages.

11)PROHIBITED INTERESTS. No employee of the CITY shall have any direct financial interest in this agreement. This agreement shall be voidable at the option of the CITY if this provision is violated.

12)LOCAL EMPLOYMENT POLICY. The CITY desires wherever possible, to hire qualified local residents to work on city projects. Local resident is defined as a person who resides in Solano County. The CITY encourages an active affirmative action program on the part of its contractors, consultants, and developers. When local projects require, subcontractors, contractors, consultants and developers will solicit proposals from qualified local firms where possible.

As a way of responding to the provisions of the Davis-Bacon Act and this program, contractor, consultants, and developers will be asked, to provide no more frequently than monthly, a report which lists the employee's name, job class, hours worked, salary paid, city of residence, and ethnic origin.

13)CONSULTANT NOT A PUBLIC OFFICIAL. CONSULTANT is not a "public official" for purposes of Government Code §§ 87200 et seq. CONSULTANT conducts research and arrives at his or her conclusions, advice, recommendation, or counsel independent of the control and direction of the CITY or any CITY official, other than normal contract monitoring. In addition, CONSULTANT possesses no authority with respect to any CITY decision beyond these conclusions, advice, recommendation, or counsel.

14)EMPLOYMENT DEVELOPMENT DEPARTMENT REPORTING REQUIREMENTS. When the CITY executes an agreement for or makes payment to CONSULTANT in the amount of \$600 (six hundred dollars) or more in any one calendar year, CONSULTANT shall provide the following information to CITY to comply with Employment Development Department (EDD) reporting requirements:

a) Whether CONSULTANT is doing business as a sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, non-profit corporation or other form of organization.

b) If CONSULTANT is doing business as a sole proprietorship, CONSULTANT shall provide the full name, address and social security number or federal tax identification number of the sole proprietor.

c) If CONSULTANT is doing business as other than a sole proprietorship, CONSULTANT shall provide CONSULTANT's federal tax identification number.

EXHIBIT "D"

INSURANCE REQUIREMENTS

CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, his agents, representatives, or employees.

1) MINIMUM SCOPE AND LIMITS OF INSURANCE

a) Commercial General Liability coverage (occurrence Form CG 00 01) with minimum limits of \$1,000,000 per occurrence for bodily injury, personal injury, products and completed operations, and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

b) Automobile Liability coverage (Form CA 00 01 with Code 1 – any auto) with minimum limits of \$1,000,000 per accident for bodily injury and property damage.

c) Workers' Compensation insurance as required by the State of California and Employers' Liability insurance, each in the amount of \$1,000,000 per accident for bodily injury or disease.

2) INDUSTRY SPECIFIC COVERAGES

The following insurance is also required.

Professional Liability Insurance / Errors and Omissions Liability in the minimum of \$1,000,000 per claim and in the aggregate.

3) INSURANCE PROVISIONS

a) **DEDUCTIBLES AND SELF-INSURED RETENTIONS.** Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the CITY, its officers, officials, employees and volunteers; or the CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

b) The general and automobile liability policies (and if applicable, pollution liability, garage keepers liability and builder's risk policies) are to contain, or be endorsed to contain, the following provisions:

- i) The CITY, its officers, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the CONSULTANT; products and completed operations of the CONSULTANT; premises owned, occupied or used by the CONSULTANT; and automobiles owned, leased, hired or borrowed by the CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officers, officials, employees or volunteers.
- ii) For any claims related to this project, the CONSULTANT's insurance coverage shall be primary insurance as respects the CITY, its officers, officials, employees and volunteers. Any insurance or self-insured maintained by the CITY, its officers, officials, employees or volunteers shall be excess of the CONSULTANT's insurance and shall not contribute with it.
- iii) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the CITY, its officers, officials, employees or volunteers.
- iv) The CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- v) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the CITY.
- vi) The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated above shall not serve to reduce the CONSULTANT's policy limits of coverage.

c) ACCEPTABILITY OF INSURER. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the CITY.

d) VERIFICATION OF COVERAGE. CONSULTANT shall furnish the CITY with original endorsements effecting coverage required by this Exhibit D. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the CITY or on forms equivalent to CG 20 10 11 85 subject to CITY approval. All insurance certificates and endorsements are to be received and approved by the CITY before work commences. At the request of the CITY, CONSULTANT shall provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

e) SUB-CONTRACTORS. CONSULTANT shall require all subcontractors to procure and maintain insurance policies subject to the requirements of Exhibit D. Failure of CONSULTANT to verify existence of sub-contractor's insurance shall not relieve CONSULTANT from any claim arising from sub-contractors work on behalf of CONSULTANT.

CONSULTANT SERVICES AGREEMENT

Hydraulic Model Update Project - Phase 1, GIS Update

THIS AGREEMENT is made at Fairfield, California, as of Sept 24, 2015 by and between the City of Fairfield, a municipal corporation (the "CITY") and WEST YOST ASSOCIATES ("CONSULTANT"), who agree as follows:

1) SERVICES. Subject to the terms and conditions set forth in this Agreement, CONSULTANT shall provide to the CITY the services described in Exhibit "A," which consists of the proposal submitted by CONSULTANT. CONSULTANT shall provide said services at the time, place, and in the manner specified in Exhibit "A."

2) PAYMENT. CITY shall pay CONSULTANT for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit "B." The payments specified in Exhibit "B" shall be the only payments to be made to CONSULTANT for services rendered pursuant to this Agreement. CONSULTANT shall submit all billings for said services to the CITY in the manner specified in Exhibit "B."

3) FACILITIES AND EQUIPMENT. CONSULTANT shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.

4) GENERAL PROVISIONS. The general provisions set forth in Exhibit "C" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the provisions set forth in Exhibit "C" shall control.

5) INSURANCE REQUIREMENTS. The insurance requirements set forth in Exhibit "D" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the requirements set forth in Exhibit "D" shall control.

6) EXHIBITS. All exhibits referred to herein are attached hereto and are by this reference incorporated herein.

EXECUTED as of the day first above-stated.

City of Fairfield, a municipal corporation

By: 

David A. White
City Manager

com

WEST YOST ASSOCIATES

By: 



July 16, 2015

SENT VIA: EMAIL

Mr. Felix Riesenber
City of Fairfield
Public Works Department
1000 Webster Street
Fairfield CA 94533

SUBJECT: Scope of Work for the Hydraulic Model Update Project—Phase 1, GIS Update

Dear Mr. Reisenberg:

In response to your request, West Yost Associates (West Yost) is pleased to provide our proposed Scope of Work for engineering services for Phase 1 of the Hydraulic Model Update Project. In Phase 1, West Yost will work with the City of Fairfield (City) to update the City's Geographical Information System (GIS) water distribution system layers, to create an effective tool for data analysis and model development.

The City has an existing GIS that has been developed and populated over time. The GIS is accurate for informational viewing, but is not set up for data analysis. Currently, the GIS water system layers include the City's distribution system pipelines, valves, hydrants, hydrant laterals, and pressure zones. The City is in the process of adding distribution system pump stations and tanks. Much of the valve and hydrant information in the GIS has been field verified by Public Works staff; however, some facilities have been offset from their actual location for viewing purposes. Some of the issues that inhibit data analysis include incomplete data, duplicate data, incorrect location of some features (for example, moving facilities in the GIS to facilitate display and mapping of valves), and incorrect connectivity (for example, pipelines that extend through valves rather than connect from one valve to another).

The purpose of the Phase 1 GIS Update is to work with the City to update the GIS so that it can be used both for data analysis and to build a new distribution system hydraulic model. As part of the project, West Yost will also evaluate ESRI geodatabase template options to select a new geodatabase structure that has all of the commonly required water distribution system features and data fields.

SCOPE OF WORK

The scope of work includes a total of five tasks, each of which are described below.

Task 1 – Create Map Book

In this task, West Yost will create a map book for the City's review, identifying problem areas for City review and update. The following activities will be performed:

- Obtain map book grid and page sizing from City staff.
- Create map book of facilities, including, but not limited to:
 - Distribution pipeline (diameter and material)
 - Valves
 - Hydrants
 - Tanks
 - Pumps/Wells

West Yost staff will record logical assumptions made about the provided data during this task. When necessary, West Yost staff will contact the City regarding questions.

- City staff to review and identify problem areas:
 - Identify geometrically incorrect or out of date features
 - Identify incorrect or out of date feature information
- Meet with City staff to go over desired format of the maps, problem areas, and potential plans to address them (budgeted under Task 4 – Project Management/Meetings).

West Yost has also included optional services tasks for West Yost to field verify City-identified problem areas, and to provide as-built and record drawing review. These optional services are included in Task 5 below.

Task 1 Deliverables: Three (3) print copies and one (1) electronic copy of the draft facility map book.

Task 2 – Research ESRI Geodatabase Template

West Yost will research ESRI's geodatabase template for Water Utilities to incorporate the City's existing GIS. The following work will be performed:

- Research the ESRI Water Utility Template for geodatabases to identify fields based on the City's needs, resources, and existing database.
- Recommend customization to the ESRI Water Utility Template to meet the City's needs.
- Conduct a workshop for City staff demonstrating the recommended ESRI Geodatabase template format(s): style/layout, ease/difficulty of use, edit-ability, potential field or mobile app use, compatibility with other programs (e.g. CMMS programming), etc. In the workshop, West Yost will also review with the City other supplementary data that the City may wish to include, such as elevation data (point elevations, contours, surface files), geographical features (roads, canals, etc.) or other data for analysis.

Task 2 Deliverables: Print copies of workshop materials. One (1) print and electronic copy of both the draft and final Geodatabase Technical Memorandum (TM) documenting the needs, recommendations, decisions, and reasoning. The final Geodatabase TM will incorporate all City comments regarding to the draft Geodatabase TM and decisions made following the release of the draft Geodatabase TM.

Task 3 – Update GIS Using Geodatabase Template

After the City decides on customization of the geodatabase template to use for their internal data, West Yost will populate the template with the existing and updated facility information. The following activities will be performed:

- Incorporate existing GIS files into new geodatabase template.
- Make corrections/updates identified in the Task 1 review/update. Budgeting assumes 80 hours of staff time for corrections.
- Confirm topology of the water facility system for easy conversion to a future hydraulic model.
- Confirm zone boundaries based on the hydraulic boundaries within the system.
- Produce updated map book of the facilities.
- Prepare TM documenting database structure and system updates.
- Electronic copy of updated GIS geodatabase.

Task 3 Deliverables: Three (3) print and electronic copies of the draft and final Facility Map Book. The final Facility Map Book will incorporate comments received from City staff on the draft Facility Map Book. One (1) electronic copy of the draft and final City GIS Update TM documenting the database structure and updates made to the system. The final City GIS Update TM will incorporate all City comments regarding to the draft City GIS Update TM. One (1) electronic copy of updated GIS geodatabase.

Task 4 – Project Management/Meetings

This task includes the following meeting and project management activities:

- Three (3) meetings:
 - Kickoff
 - Task 1 meet regarding existing facilities map books
 - Closeout meeting to provide final deliverables
- Bi-Weekly conference calls or live meetings over the scheduled 8-month project span (16 calls assumed).
- Monthly progress reporting and invoicing over the scheduled 8-month project span.
- Job set up and close.

Task 4 Deliverables: Meeting agendas and notes.

Task 5 – Optional Services Tasks

Optional data verification and clean up subtasks are listed below. The hours and budget associated with the following items can be found in Table 1 and Attachment B.

Task 5.1 – Optional Field Verification

- Field verification of City-identified problem areas. West Yost staff and a City staff will conduct a site visit to collect facility information. Post-field office work would entail downloading and processing the information collected in the field.
 - Budgeted hours for field verification conducted by West Yost staff includes 60 field hours and 24 office hours.

Task 5.2 – Optional Office Verification

- Office verification of City-identified problem areas, or others, using existing as-built and record drawing maps to verify location and characteristics of facilities.
 - Budgeted hours for office verification includes 48 office hours for West Yost staff.

This task provides a budget for additional services identified during the course of the project not identified in the above Scope of Work. Any additional services not included in the above Scope of Work will be performed only after receiving written authorization and a corresponding budget augmentation.

BUDGET AND SCHEDULE

West Yost will perform the Scope of Work described above on a time and materials basis at the billing rates set forth in West Yost's attached Billing Rate Schedule (Attachment A), for a not-to-exceed budget of \$90,500 for the base scope of services, or \$110,500 including the Task 5 Optional Services. Table 1 lists the budget and hours per task. Attachment B includes a more detailed breakdown of the project budget for the base scope of services.

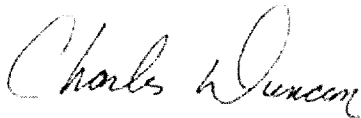
Table 1. Budget Summary for Hydraulic Analysis		
Task	Hours	Dollars
Task 1 – Create Map Book (without Optional subtasks)	28	4,700
Task 2 – Research ESRI Geodatabase Template	94	16,400
Task 3 – Update GIS Using Geodatabase Template	276	44,800
Task 4 – Project Management/Meetings	112	24,600
Totals – Base Scope of Work	510	\$90,500
Task 5.1 – Optional Field Verification	84	12,600
Task 5.2 – Optional Office Verification	48	7,400
Totals, Including Optional Services Task	642	\$110,500

Mr. Felix Riesenber
July 16, 2015
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West Yost has budgeted assuming a schedule of 8 months for the Phase 1 work. Please do not hesitate to call if you have any questions or need additional information.

Sincerely,

WEST YOST ASSOCIATES

A handwritten signature in cursive script that reads "Charles T. Duncan".

Charles T. Duncan, P.E.
President

CTD:PB:np

Attachment A – West Yost Associates 2015 Billing Rate Schedule

Attachment B – Detailed Budget



2015 Billing Rate Schedule Engineering

(Effective January 1, 2015 through December 31, 2015)*

Position	Labor Charges (dollars per hour)
Principal/Vice President	239
Engineering/Scientist/Geologist Manager II	228
Engineering/Scientist/Geologist Manager I	219
Principal Engineer/Scientist/Geologist II	211
Principal Engineer/Scientist/Geologist I	199
Senior Engineer/Scientist/Geologist II	187
Senior Engineer/Scientist/Geologist I	178
Associate Engineer/Scientist/Geologist II	169
Associate Engineer/Scientist/Geologist I	158
Engineer/Scientist/Geologist II	148
Engineer/Scientist/Geologist I	128
Senior GIS Analyst	174
GIS Analyst	164
CAD Supervisor	138
Senior CAD Designer	120
CAD Designer	107
Engineering Aide	72
Technical Specialist IV	135
Technical Specialist III	120
Technical Specialist II	104
Technical Specialist I	87
Administrative IV	109
Administrative III	99
Administrative II	82
Administrative I	65

- Technology and Communication charges including general and CAD computer, software, telephone, routine in-house copies/prints, postage, miscellaneous supplies, and other incidental project expenses will be billed at 6% of West Yost labor.
- Outside Services such as vendor reproductions, prints, shipping, and major West Yost reproduction efforts, as well as Engineering Supplies, Travel, etc. will be billed at actual cost plus 15%.
- Mileage will be billed at the current Federal Rate.
- Subconsultants will be billed at actual cost plus 10%.
- Expert witness, research, technical review, analysis, preparation and meetings billed at 150% of standard hourly rates. Expert witness testimony and depositions billed at 200% of standard hourly rates.
- A Finance Charge of 1.5% per month (an Annual Rate of 18%) on the unpaid balance will be added to invoice amounts if not paid within 45 days from the date of the invoice.

Continues on following page

*This schedule is updated annually



2015 Billing Rate Schedule Engineering

(Effective January 1, 2015 through December 31, 2015)*

SURVEYING AND EQUIPMENT CHARGES

Position	Labor Charges (dollars per hour)
GPS, 3-Person	365
GPS, 2-Person	317
GPS, 1-Person	246
Survey Crew, 2-Person	268
Survey Crew, 1-Person	202

EQUIPMENT CHARGES

Equipment	Billing Rate (dollars per day)	Billing Rate (dollars per week)
DO Meter	17	83
pH Meter	5	26
Automatic Sampler	130	712
Transducer/Data Logger	41	206
Hydrant Pressure Gage	12	50
Hydrant Pressure Recorder (HPR)	—	206
Hydrant Wrench	5	33
Pilot Diffuser	29	134
Well Sounder	29	134
Ultrasonic Flow Meter	—	269
Vehicle	88	445
Velocity Meter	12	65
Water Quality Multimeter	176	964
Thickness Gage	—	71

*This schedule is updated annually

ATTACHMENT B

West Yost Associates		PMP	EM/OM/CM III	SE/SS/SG II	ESG II	ESG I	ADM IV	Labor		Costs		
PROJECT: Hydraulic Model Update Project - Phase 1, GIS Update		CTD	PLB	BUE / IS	AMR / ?	\$128	WP	Hours	Fee	Technology & Admin 6%	Sub. w/ markup 10%	Other Direct
Task 1	Graphic Map Book											
1.01 Existing Facilities Map Book		2	2	2	24			28	\$ 4,382	\$ 263		\$ 4,645
Subtotal, Task 1 (hours)		0	2	2	24	0	0	28				
Subtotal, Task 1 (\$)			\$ 456	\$ 374	\$ 3,562				\$ 4,382	\$ 263		\$ 4,645
Research/Confirm/Verify Geodatabase												
2.01 Translate Existing Files to Template					24			24	\$ 3,552	\$ 213		\$ 3,765
2.02 Workshop		2	4	8	8			22	\$ 4,070	\$ 244		\$ 4,314
2.03 Geodatabase TM		2	4	8	32		2	48	\$ 7,840	\$ 470		\$ 8,310
Subtotal, Task 2 (hours)		4	8	16	64	0	2	94				
Subtotal, Task 2 (\$)		\$ 966	\$ 1,824	\$ 2,992	\$ 9,472		\$ 218		\$ 15,462	\$ 928		\$ 16,390
Template												
3.01 Translate Existing Files to Template				20	40			60	\$ 9,660	\$ 580		\$ 10,240
3.02 Geodatabase updates/corrections			2	8	16	80		106	\$ 14,560	\$ 874		\$ 15,434
3.03 Confirm Topology				12	40			52	\$ 8,164	\$ 490		\$ 8,654
3.04 Revised Map Book					8			8	\$ 1,184	\$ 71		\$ 1,255
3.05 GIS Update TM		4	4	8	32		2	50	\$ 8,318	\$ 499		\$ 8,817
Subtotal, Task 3 (hours)		4	6	48	136	80	2	276				
Subtotal, Task 3 (\$)		\$ 966	\$ 1,368	\$ 8,976	\$ 20,128	\$ 10,240	\$ 218		\$ 41,986	\$ 2,613	\$ 360	\$ 44,749
net Management/Meetings												
4.01 Project Meetings		12	12	16	8			48	\$ 9,780	\$ 567		\$ 10,347
4.02 Project Conference Calls		8	16	16	8			48	\$ 9,736	\$ 584		\$ 10,320
4.03 Project Management		4	12					16	\$ 3,692	\$ 222		\$ 3,914
Subtotal, Task 4 (hours)		24	40	32	16	0	0	112				
Subtotal, Task 4 (\$)		\$ 5,736	\$ 9,120	\$ 5,984	\$ 2,368				\$ 23,208	\$ 1,392		\$ 24,600
Additional Service Tasks												
5.01 Field Verification of Facilities				8	16	60		84	\$ 11,544	\$ 693	\$ 500	\$ 12,737
5.02 Office Verification of Facilities				8	16	24		48	\$ 6,936	\$ 416		\$ 7,352
Subtotal, Task 5 (hours)		0	0	16	32	84	0	132				
Subtotal, Task 5 (\$)				\$ 2,992	\$ 4,736	\$ 10,762			\$ 18,480	\$ 1,109	\$ 500	\$ 20,089
TOTAL (hours)		32	56	114	272	164	4	642				
TOTAL (\$)		\$ 7,648	\$ 12,768	\$ 21,318	\$ 40,266	\$ 20,992	\$ 436		\$ 103,418	\$ 6,206	\$ 850	\$ 110,473

EXHIBIT "B"

PAYMENT

1. The total contract price for services rendered by CONSULTANT under this Agreement shall not exceed One Hundred Ten Thousand Five Hundred Dollars (\$110,500).
2. Payment shall be made to CONSULTANT on a time and materials basis, and CONSULTANT shall submit monthly invoices to the City for the same.
3. Any additional meetings or work required beyond that set forth in Exhibit "A" shall be mutually agreed to by the CITY and CONSULTANT, and shall be billed on a time and materials basis to the City of Fairfield.

EXHIBIT "C"

GENERAL PROVISIONS

1) INDEPENDENT CONSULTANT. At all times during the term of this Agreement, CONSULTANT shall be an independent contractor and shall not be an employee of CITY. CITY shall have the right to control CONSULTANT only insofar as the results of CONSULTANT's services rendered pursuant to this Agreement; however, CITY shall not have the right to control the means by which CONSULTANT accomplishes services rendered pursuant to this Agreement.

2) LICENSES; PERMITS; ETC. CONSULTANT represents and warrants to CITY that CONSULTANT has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONSULTANT to practice CONSULTANT's profession. CONSULTANT represents and warrants to CITY that CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONSULTANT to practice his profession.

3) TIME. CONSULTANT shall devote such services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of CONSULTANT's obligations pursuant to this Agreement. CONSULTANT shall adhere to the Schedule of Activities as described in their Executive Summary.

4) CONSULTANT NOT AN AGENT. Except as CITY may specify in writing, CONSULTANT shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONSULTANT shall have no authority, express or implied, pursuant to this Agreement, to bind CITY to any obligation whatsoever.

5) ASSIGNMENT PROHIBITED. No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

6) PERSONNEL. CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. In the event that CITY, in its sole discretion, at anytime during the term of this Agreement, desires the removal of any person or persons assigned by CONSULTANT to perform services pursuant to this Agreement, CONSULTANT shall remove any such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person or persons.

7) STANDARD OF PERFORMANCE. CONSULTANT shall perform all services required pursuant to this Agreement. Services shall be performed in the manner and according to the standards observed by a competent practitioner of the profession in which CONSULTANT is engaged in the geographical area in which CONSULTANT practices his profession. All products which CONSULTANT delivers to CITY pursuant to this Agreement shall be prepared in a workmanlike manner, and conform to the standards of quality normally observed by a person practicing in CONSULTANT's profession. CITY shall be the sole judge as to whether the product of the CONSULTANT is satisfactory.

8) CANCELLATION OF AGREEMENT. This Agreement may be canceled at any time by the CITY at its discretion upon written notification to CONSULTANT. CONSULTANT is entitled to receive full payment for all services performed and all costs incurred up to and including the date of receipt of written notice to cease work on the project. CONSULTANT shall be entitled to no further compensation for work performed after the date of receipt of written notice to cease work. All completed and incomplete products up to the date of receipt of written notice to cease work shall become the property of CITY.

9) PRODUCTS OF CONSULTING. All products of the CONSULTANT provided under this Agreement shall be the property of the CITY.

Notwithstanding anything to the contrary in this section, the CITY hereby agrees to indemnify, defend, and hold harmless the CONSULTANT from any claims to the extent arising out of the CITY's or any third party's reuse, use, or distribution of its work.

10) INDEMNIFY AND HOLD HARMLESS.

a) If AGREEMENT is an agreement for design professional services subject to California Civil Code § 2782.8(a) and CONSULTANT is a design professional, as defined in California Civil Code § 2782.8(b)(2), CONSULTANT shall hold harmless, defend and indemnify the CITY, its officers, agents, employees, and volunteers from and against all claims, damages, losses, and expenses including attorneys' reasonable fees arising out of, or pertaining to, or relating to the negligence, recklessness, or willful misconduct of the CONSULTANT, except where caused by the active negligence, sole negligence, or willful misconduct of the CITY.

b) If AGREEMENT is not an agreement for design professional services subject to California Civil Code § 2782.8(a) or CONSULTANT is not a design professional as defined in subsection (a) above, CONSULTANT shall indemnify, defend, and hold harmless the CITY, its officers, agents, employees and volunteers from all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property arising from or connected with the willful misconduct, negligent acts, errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or defects in design by CONSULTANT or any person directly or indirectly employed by or acting as agent for CONSULTANT in the performance of this Agreement, including the concurrent or successive passive negligence of the CITY, its officers, agents, employees or volunteers.

It is understood that the duty of CONSULTANT to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code.

Acceptance of insurance certificates and endorsements required under this Agreement does not relieve CONSULTANT from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies are determined to be applicable to any such damages or claims for damages.

11)PROHIBITED INTERESTS. No employee of the CITY shall have any direct financial interest in this agreement. This agreement shall be voidable at the option of the CITY if this provision is violated.

12)LOCAL EMPLOYMENT POLICY. The CITY desires wherever possible, to hire qualified local residents to work on city projects. Local resident is defined as a person who resides in Solano County. The CITY encourages an active affirmative action program on the part of its contractors, consultants, and developers. When local projects require, subcontractors, contractors, consultants and developers will solicit proposals from qualified local firms where possible.

As a way of responding to the provisions of the Davis-Bacon Act and this program, contractor, consultants, and developers will be asked, to provide no more frequently than monthly, a report which lists the employee's name, job class, hours worked, salary paid, city of residence, and ethnic origin.

13)CONSULTANT NOT A PUBLIC OFFICIAL. CONSULTANT is not a "public official" for purposes of Government Code §§ 87200 et seq. CONSULTANT conducts research and arrives at his or her conclusions, advice, recommendation, or counsel independent of the control and direction of the CITY or any CITY official, other than normal contract monitoring. In addition, CONSULTANT possesses no authority with respect to any CITY decision beyond these conclusions, advice, recommendation, or counsel.

14)EMPLOYMENT DEVELOPMENT DEPARTMENT REPORTING REQUIREMENTS. When the CITY executes an agreement for or makes payment to CONSULTANT in the amount of \$600 (six hundred dollars) or more in any one calendar year, CONSULTANT shall provide the following information to CITY to comply with Employment Development Department (EDD) reporting requirements:

a) Whether CONSULTANT is doing business as a sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, non-profit corporation or other form of organization.

b) If CONSULTANT is doing business as a sole proprietorship, CONSULTANT shall provide the full name, address and social security number or federal tax identification number of the sole proprietor.

c) If CONSULTANT is doing business as other than a sole proprietorship, CONSULTANT shall provide CONSULTANT's federal tax identification number.

EXHIBIT "D"

INSURANCE REQUIREMENTS

CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, his agents, representatives, or employees.

1) MINIMUM SCOPE AND LIMITS OF INSURANCE

a) Commercial General Liability coverage (occurrence Form CG 00 01) with minimum limits of \$1,000,000 per occurrence for bodily injury, personal injury, products and completed operations, and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

b) Automobile Liability coverage (Form CA 00 01 with Code 1 – any auto) with minimum limits of \$1,000,000 per accident for bodily injury and property damage.

c) Workers' Compensation insurance as required by the State of California and Employers' Liability insurance, each in the amount of \$1,000,000 per accident for bodily injury or disease.

2) INDUSTRY SPECIFIC COVERAGES

The following insurance is also required.

Professional Liability Insurance / Errors and Omissions Liability in the minimum of \$1,000,000 per claim and in the aggregate.

3) INSURANCE PROVISIONS

a) DEDUCTIBLES AND SELF-INSURED RETENTIONS. Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the CITY, its officers, officials, employees and volunteers; or the CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

b) The general and automobile liability policies (and if applicable, pollution liability, garage keepers liability and builder's risk policies) are to contain, or be endorsed to contain, the following provisions:

- i) The CITY, its officers, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the CONSULTANT; products and completed operations of the CONSULTANT; premises owned, occupied or used by the CONSULTANT; and automobiles owned, leased, hired or borrowed by the CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officers, officials, employees or volunteers.
- ii) For any claims related to this project, the CONSULTANT's insurance coverage shall be primary insurance as respects the CITY, its officers, officials, employees and volunteers. Any insurance or self-insured maintained by the CITY, its officers, officials, employees or volunteers shall be excess of the CONSULTANT's insurance and shall not contribute with it.
- iii) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the CITY, its officers, officials, employees or volunteers.
- iv) The CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- v) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the CITY.
- vi) The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated above shall not serve to reduce the CONSULTANT's policy limits of coverage.

c) ACCEPTABILITY OF INSURER. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the CITY.

d) VERIFICATION OF COVERAGE. CONSULTANT shall furnish the CITY with original endorsements effecting coverage required by this Exhibit D. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the CITY or on forms equivalent to CG 20 10 11 85 subject to CITY approval. All insurance certificates and endorsements are to be received and approved by the CITY before work commences. At the request of the CITY, CONSULTANT shall provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

e) SUB-CONTRACTORS. CONSULTANT shall require all subcontractors to procure and maintain insurance policies subject to the requirements of Exhibit D. Failure of CONSULTANT to verify existence of sub-contractor's insurance shall not relieve CONSULTANT from any claim arising from sub-contractors work on behalf of CONSULTANT.